

Article 7

UNION BUSINESS AND ACTIVITIES

Section A. Time Off for Union Business.

To the extent that absence from work does not substantially interfere with the Employer's operations, properly designated Union representatives, regardless of shift assignment, shall be allowed time off without pay for legitimate Union business such as Union meetings, Union Executive Board or Executive Council Meetings, state or area-wide Union committee meetings, state or international SEIU or CTW meetings or conventions; the period of release without pay shall include the time for actual attendance, as well as necessary travel time to and from the function.

1. Notification to the Employer for Use of Leave. Except as may be mutually agreed to on a case by case basis, the Union President or his/her designee shall provide notice containing the name, Agency and Chapter of employees designated to attend such functions at least four business days in advance of the date(s) the employee will be taking time off for Union business. For purposes of this Article, business days are defined as Monday through Friday, excluding holidays. The parties understand that unusual circumstances may arise where leave is requested without the required notice, and agree to work to resolve any issues where possible. The written notice shall be provided to the Department Labor Relations Manager or designee for distribution.

No employee shall be entitled to be released, and the Employer is under no obligation to permit repurchase of annual leave pursuant to these provisions, unless designated by the Union President or his/her designee as provided above.

2. Use of Leave Credits. The employee may utilize any accumulated leave time (compensatory, deferred hours, annual,) in lieu of taking such time off without pay. Such time off shall not be detrimental in any way to the employee's record. When the employee elects to utilize annual leave credits, the employee may "buy back" such credits without limitation or restriction subject to the following regulations:
 - a. Employees shall be permitted annual leave absence from work for such Union business up to a maximum of their accrued credits.
 - b. The employee/Union may reinstate such expended credits used in the previous six months by payment to the Department at the employee's gross salary and the Employer's share of the employee's insurance

premiums. This provision shall be administered in compliance with applicable tax statutes.

- c. Except as may be mutually agreed otherwise on a case-by-case basis, employees/Union shall be allowed to exercise the option of reinstating annual leave for employees at the end of each fiscal year quarter. The required check to "buy-back" the last quarter shall be submitted no later than August 30th. If the annual leave used for Union business causes the employee's annual leave accruals to be insufficient to cover previously approved annual leave, the employee/Union will be allowed to pay for such reinstatement anytime during the quarter.

The Union agrees to furnish the Employer the name of the President's designee, in writing, within 30 calendar days following the effective date, or date of approval, of this Agreement, whichever occurs first.

Section B. Loss of Benefits.

Employees who have been granted leave without pay shall not continue to earn annual leave, sick leave and length of service credits for such unpaid leave. The parties agree to minimize time lost from work.

Section C. MCO State-Wide Executive Council.

The Union will furnish to the Office of the State Employer in writing the names, Departments and Chapters of members of the Union's Executive Council within five days after the designation of such members, or as soon thereafter as practicable. Notification of any changes in membership of the Executive Council shall be made in writing to the Office of the State Employer within five days after such change.

Members of the Executive Council (not to exceed a total of two from any facility, or three if mutually agreed on a case by case basis) of whose designation the Employer has been properly notified shall be granted time off without loss of pay, pursuant to Section E. of this Article, to attend meetings of the Executive Council.

Section D. Leave for Union Representation Activities During Working Hours.

Except as specifically provided by other Articles of this Agreement, employees shall be allowed time off without loss of pay during working hours to attend grievance conferences and arbitration hearings, Labor-Management meetings, disciplinary conferences, meetings of committees if such committees have been established by this Agreement, or meetings called or agreed to by the Employer; such paid time off shall include necessary and reasonable travel time to and from

the function when it occurs away from the employee's work location as provided in other applicable articles of this Agreement. Such leave shall be limited to employees who are entitled by the provisions of this Agreement to attend such meetings by virtue of being Union Representatives, Stewards, witnesses and/or grievants.

The departmental employer will honor directives issued by the Civil Service Commission concerning administrative leave for required attendance at meetings and hearings called and conducted by the Civil Service Commission. Leave granted under this Section shall not be charged to the Union's Administrative Leave Bank established in Section E. below. If an employee is not released to attend such meetings in accordance with the provisions of this Agreement or in the case of a justified emergency as claimed by the Appointing Authority, the Union may request the appropriate authority to postpone and reschedule such meeting. In those cases where the Union makes such request, the Employer shall grant or concur in such request.

Section E. Administrative Leave Bank.

Subject to the operational needs of the Employer and with adequate prior notice to the departmental employer, employees in this Bargaining Unit designated in accordance with the provisions below shall be permitted time off without loss of pay to attend MCO Executive Board Meetings, Executive Council meetings, Union Conventions and/or Schools, or other valid Union business, subject to the following conditions:

1. An Administrative Leave Bank is established based on one and two tenth's (1.2) hours of Administrative Leave for each employee in the Bargaining Unit. Such bank shall be computed and established on the basis of the number of employees in the Bargaining Unit at the end of the pay period containing the Agreement effective date and shall be recomputed each year of this Agreement at the end of the first full pay period in January.
2. At the discretion of the Union, such administrative leave may be used in place of the Union Administrative Leave of Absence in Section G. below. Administrative Leave Bank hours which will not be used for a Union Administrative Leave of Absence shall be allocated and distributed among Departments in proportion to the percentage which Bargaining Unit members at each represents to the entire Bargaining Unit.
3. Such Administrative Leave may be used within the contract year in which it was granted with any remaining hours carried forward from one year to another.

4. Such Administrative Leave shall be granted in two hour increments.
5. Upon the written request of the Union President or his/her designee, such Administrative Leave may be used for the annual leave buy-back authorized in Section A above. In such circumstance, the annual leave balance of the employee, if otherwise eligible for annual leave buy-back, shall be re-credited with the number of hours previously authorized for buy-back, and the Administrative Leave Bank shall be charged an equal number of hours.

Section F. Release and Utilization of Administrative Leave Bank.

Except as may be mutually agreed to locally on a case by case basis, the Union President or his/her designee shall provide notice containing the name and Agency of employees designated or elected to attend such function at least four business days in advance of the date(s) the employee will be taking time off. Such notice shall be confirmed in writing to the named employee's Appointing Authority not later than the first Monday following the end of the pay period in which it was used.

No employee shall be entitled to be released and the Employer is under no obligation to grant such time off without loss of pay pursuant to these provisions, unless designated by the Union President or his/her designee as provided above.

Where an employee wishes to attend such function as listed above, and the employee desires a change in schedule with another employee capable of performing the work, the appropriate supervisor(s) will make a reasonable effort to approve the voluntary change of schedule between the two employees providing such a change will not result in overtime. Such approval shall not be arbitrarily withheld.

In the event the Administrative Leave Bank has been exhausted prior to the anniversary of any year, employees so designated may utilize annual leave in accordance with the provisions of Section A. above.

Section G. Union Administrative Leave Of Absence.

Subject to the provisions of this Section, up to two employees designated in writing by the Union President or Executive Director will be granted a paid Union Administrative Leave of Absence. The Union shall indemnify the Employer for any and all liability arising out of any act or omission of the employee, and for any and all costs arising out of any injury, illness or disability to the employee which may be compensable under the State's Workers' Compensation Act, during the term of the Leave of Absence.

During the period of the Leave of Absence, the employee's status for pay, benefits, insurance, retirement, FICA, and other benefits shall be treated as though the employee is working in full 80-hour pay status. However, the employee shall be considered as not subject to the direction and control of the Employer.

The Employer shall be entitled to establish reasonable limitations and conditions upon such leave and utilization of administrative leave from the bank established in Sections E and F to protect the integrity of and public confidence in the Departments' programs. The following limitations shall also apply to the leave of absence:

1. The Union Administrative Leave of Absence shall be in increments of consecutive full pay periods, or as otherwise may be agreed to by the parties.
2. Except as otherwise agreed by the parties, not more than one employee from any work location shall be entitled to be on such Leave of Absence at any given time.